

A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
TEAMSTERS LOCAL NO. 589
(POLICE OFFICERS)
JANUARY 1, 2022 through DECEMBER 31, 2023



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A G R E E M E N T
BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 589

(Representing the Police Officers)

PREAMBLE

This Agreement is made and entered into by and between the CITY OF SEQUIM, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

Article 1.

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time Law Enforcement non-supervisory Police Officers.

Article 2.

UNION SECURITY

- 2.1 Notification of New Hires. The Employer agrees to notify the Union within five (5) working days when new employees subject to this Agreement are hired, which satisfies RCW 41.56.037 as enacted or amended.
- 2.2 Dues Deduction Procedure. The Employer will deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer will provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless from and against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until any relevant statute of limitations for such claim, suits, orders, and judgments have passed. The employee's dues deduction authorization remains in full

force and effect for a maximum of 30 calendar days after the employee provides written notice revoking such authorization to the Employer and the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.

Article 3.

MANAGEMENT RIGHTS

- 3.1 The Employer retains the exclusive right to reserve all powers and authority to manage its operations in an effective manner, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended as all-inclusive:
- Determine the City and Departments' mission, policies, and service standards.
 - Establish, enforce and modify reasonable rules and regulations for the operation of the City and the conduct of its employees.
 - Determine and change City or Department budget, methods of operation, procedures, location, facilities, materials, technology, and equipment.
 - Recruit, hire, layoff, promote, assign, classify, evaluate, appoint, transfer, discipline, discharge, or suspend employees in accordance with City of Sequim Policies and this Agreement.
 - Determine the number of personnel and their work groups, assignments, schedules, methods, and processes for performing work.
 - Determine and revise mental, physical and performance standards.
 - Schedule and assign work, including overtime, and determine the duties to be performed by employees in a manner most advantageous to the City and consistent with requirements of municipal employment, personnel, and public safety.
 - Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance workload.
 - Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
 - Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, City Manager, County, Governor, or President.

- 3.2 It is understood that all rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City. The Employer agrees those Employer rules, regulations, policies and procedures adopted that affect working conditions and performance may be subject to the grievance procedure as to whether there has been a violation of such rule, regulation, policy or procedure. If there is a conflict between the terms of this Agreement and any City rule, regulation or policy, the terms of this Agreement govern.
- 3.3 The Employer agrees that for the life of this Agreement, it will not subcontract or outsource bargaining unit work, except as historically been Employer's practice, without first notifying the Union of its plans, meet with the Union representatives and explore alternatives with the Union that would meet the City's interests. The Employer and the Union will discuss the effects of any such decision upon employees covered by this Agreement.
- 3.4 The above-referenced provisions do not entitle Employer to make unilateral changes in wages, hours, or working conditions that are determined to be mandatory bargaining subjects pursuant to RCW 41.56.
- 3.5 The City's Drug-free and Alcohol-free Workplace Policy, which applies to all employees is contained within the City's Personnel Policy.

Article 4.

NO STRIKES

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them will incite, encourage or participate in any strike, walkout, slowdown or other work stoppage against the City of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

Article 5.

NON-DISCRIMINATION

- 5.1 There will be no unlawful discrimination against any employee because of race, sex, age, religion, national origin, mental or physical disability, unless such is a bona fide occupational qualification.

- 5.2 Employees will not be unlawfully discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided, however, that such activity will not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

Article 6.

SENIORITY

- 6.1 The City will provide a seniority list which will be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy will be delivered to the Union. Employees hired simultaneously will be listed according to Civil Service standings, the employee having the highest score listed first. Seniority will be defined as the length of service as a full-time employee with the Sequim Police Department including probationary service. Any employee, who has worked in another city assignment, retains rights to accrued vacation, sick leave, and any other accrued benefits based on the original date of employment with City.

6.2 Shift Sign-up, Vacations and Overtime.

- 6.2.1 Employees will be provided a shift bid sign-up for the annual schedule prior to the beginning of each year and employees in the order of their seniority will be allowed to choose their preferred shift rotation.
- 6.2.2 Annually, at the time of shift bid sign-up, employees may elect to either convert 40 hours of vacation to compensation (Article 12.4) or request to receive up to 10 hours of PTO on a holiday where they are scheduled to work (Article 14.3). The election form must be received by payroll prior to the beginning of each year or the election will default to annual vacation cash out.
- 6.2.3 Employees will sign up by Feb. 1st for planned vacation for that year. Those approved vacation schedules may only be changed with prior approval of the City. After February 1st of each year, City approval of vacation requests will be based on the operational needs of the Department and granted in the order of the submitted requests, not by seniority.
- 6.2.4 Each overtime opportunity will be offered to available employees in order of seniority until all employees have the opportunity to choose or decline the assignment. If there is a choice of more than one officer working a shift

extension, seniority will be the tie-breaker. The City reserves the right to hold over employees for operational purposes.

6.2.5 The City may determine in some circumstances that special skills are required for certain work assignments and that qualified employees with the specific work skills will be given the overtime assignment.

6.2.6 Sergeants may also work overtime or extra duty time if police officers are unavailable.

6.3 **Break in Seniority.** Seniority will be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty-four (24) months.

6.4 **Layoff.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of the bargaining unit reductions will be carried out in the following order:

1. Temporary appointees;
2. Employees who volunteer for layoff;
3. Probationer (new employees);
4. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may lay off out of the regular order, upon showing of necessity therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard. If an employee who is laid off out of the regular order of seniority disagrees with the City's showing of necessity they may appeal directly to the Civil Service Commission.

6.5 **Recall.** Laid off employees will be eligible for available positions for a twenty-four (24) month period following their layoff. They will retain but not accrue seniority during this period. When the City intends to rehire after layoff, it will send notice of its intent to rehire to the employee(s). Said notice will be sent certified mail to the last known address contained in the City's records. The laid off employee will have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee will then report for duty on the date of rehire set forth in the notice, which date will be no less

than three (3) weeks from the date of mailing of the notice. The City will have no obligation to rehire a laid off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will ensure that the City has their current address.

- 6.6 **Failure to Pass Promotion Probation.** In the event of layoff or if an employee is promoted to a higher position outside the bargaining unit and then fails to successfully complete probation, the employee will have the right to return to his or her prior position retaining all accrued seniority since date of employment.

Article 7.

PROBATIONARY PERIOD

- 7.1 All employees appointed to a position in the classified service of the City will serve a probationary period as follows:

For new hires - from date of hire until twelve (12) months after completion of the police academy

For lateral transfers - Twelve (12) months from date of hire.

The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal to the grievance procedure at any time during the probationary period.

- 7.1.1 All new hires will receive their first step increase after twelve (12) months of service.

- 7.1.2 The probationary period for promotional appointments will be twelve (12) months. Such probation may be extended for an additional three (3) months if an unsatisfactory evaluation was received during the initial probationary period. If an employee does not complete the probationary period, he/she will be reinstated to his/her previously held position.

- 7.1.3 The Employer reserves the right, subject to the exclusive discretion of the Employer, to discharge any person during the probation period, without warning notice or right of appeal.

- 7.2 Promoted employees will be paid at a salary step in the higher classification that grants the employee no less than a ten percent (10%) increase over the monthly wage earned in the range and step from which the employee was promoted.
- 7.3 Except as provided in Article 7 for probationary employees, all employees of this bargaining unit, in addition to being governed by this Agreement, will also be covered by the personnel policies established by the Employer and any subsequent personnel policies that may be published, as long as they do not conflict with this Agreement. In case of any conflict, this Agreement will be the ruling policy for the employees covered by this Agreement.
- 7.4 Lateral officers may be hired at any step within the current agreement, including the use of hiring/signing bonuses as incentive for recruitment.

Article 8.

HOURS OF WORK AND OVERTIME

- 8.1 **Hours of Work.** The normal work week will consist of five (5) consecutive days of work, forty (40) hours per week. Eight (8) hours will constitute a day's work. Within the scheduled workday, a thirty (30) minute lunch period will be taken approximately halfway through the work day. Employees will receive two fifteen (15) minute rest periods, one during the first half of their shift and a second during the last half of their shift. The City currently has established a work week that consists of four (4) consecutive days of ten (10) consecutive hours (4/10 work week) for patrol operations and a special assignment schedule of five (5) consecutive nine (9) hour work-days with the following week consisting of four (4) consecutive days, three (3) with nine (9) hour workdays and the fourth an eight (8) hour workday. The City reserves the right to schedule the work week in order to meet the needs of the City. Schedule changes will be made with reasonable notice of fourteen (14) days or more unless prevented by circumstances beyond the City's control such as disability or illness or unless the affected employee agrees.
- 8.1.1 The workday may be altered and/or flextime arrangements made by the City with the approval of the employee to allow for shift trades, for scheduled officer training and in circumstances that provide for enhanced officer safety and performance. When schedule changes for these purposes are made, the

employee will not be eligible for overtime. Schedule changes will be made with reasonable notice of (7) seven days or more.

8.2 **Overtime.** Except as noted in Section 8.1.1 above, if an employee is required to work outside of his/her normally scheduled shift, he/she will be compensated at the rate of time and one-half his/her regular rate of pay. Overtime will be paid to the nearest quarter hour. All overtime will be first approved by the supervisor or the City Manager. Should an employee take time off without pay, upon approval of the Department Head, no overtime will be paid for making up for such time off.

8.2.1 Employees will consider necessary overtime assignments as a part of employment.

8.2.2 The planning and scheduling of overtime will be the exclusive function of management.

8.3 **Compensatory Time Off.** Employees may take compensatory time off at the rate of one and one-half hours off per hour of authorized overtime worked in lieu of overtime pay.

8.4 **Training.** When an employee is directed by the employer to attend training, it is understood that the employee is attending the training for the benefit of the employer, and that the employee is not free to ignore the directive to attend such training, nor is the employee free to pursue other non-work related interests, during such time spent by the employee traveling to or from the training. In those cases where the training necessitates employee travel, all such time spent traveling to and from the training, will be paid time.

8.5 **Turn-Around Time Between Shifts.** All employees will have eight (8) hours minimum turn-around time between shifts. If due to the City's scheduling requirements an employee has less than eight (8) hours off, then the employee will receive pay at a rate of time and one-half for the time worked that is less than eight (8) hours from the time the last shift ended.

Article 9.

STANDBY/ONCALL TIME

9.1 Employees required to be on standby time or on call will be guaranteed one (1) hour pay at their regular rate for each day of standby or on call. To be eligible for

standby/oncall pay the employee is expected to respond on-duty under normal conditions within forty-five (45) minutes.

Article 10.

CALL-BACK

An employee called to work or required to attend court on behalf of the Employer outside their regular work schedule, including Holidays, will be paid a minimum of three (3) hours at the rate of time and one-half. This Article will not apply to early call out or an extension of the regular shift. Any time worked over three (3) hours will be paid for actual hours worked.

Minimum call back time does not apply when employees are called back to correct their own work deficiencies, however hours will be paid at actual hours worked.

Article 11.

WAGE RATES

11.1 The parties have agreed to a 8% pay increase effective January 1, 2022 as attached in Appendix A. The parties also agree that this increase is non-precedential and exceeds the amount supported by the data from the comparable cities agreed upon by the parties. The City has agreed to this increase because of the volatility in the CPI-U index and the nationally challenging environment and uncertainty surrounding law enforcement. The City wants to convey its support for our law enforcement.

The parties have also agreed to a CPI cost of living increase effective January 1, 2023, which is one hundred percent (100%) of the US Department of Labor – Bureau of Labor Statistics for All Cities (CPI-U) from June 2021 to June 2022 with a 2% floor and a 5% ceiling.

11.2 Longevity will be paid to all regular full-time employees as follows:

| | |
|-------------------------------|---------------------------|
| ---On completion of 5 years: | 2% of base monthly salary |
| ---On completion of 10 years: | 4% of base monthly salary |
| ---On completion of 15 years: | 6% of base monthly salary |
| ---On completion of 20 years: | 8% of base monthly salary |

11.3 Longevity premiums will be paid beginning with the first full pay period following the completion of the eligibility requirements.

- 11.4 Educational Incentive Pay is 2% of base monthly salary for an Associate Degree and 4% of base monthly salary for a Bachelor's Degree.
- 11.5 Higher Classification Pay and Assignment. The City may temporarily assign an employee work in a higher classification which will be paid at the beginning step of the higher class or a ten (10%) percent increase of their present salary, whichever is greater. In order to qualify for higher class pay, all of the following must occur:
- 11.5.1 The Department Head must assign the employee to the higher class.
- 11.5.2 The position must be assigned a minimum of eight (8) or more consecutive hours in the higher class to qualify for higher class compensation.
- 11.6 Regular police work will be offered to Police Officers prior to using Special Commissioned Officers or Police Reserves.
- 11.7 New Employees. If full-time employees have one year or more experience in law enforcement they may receive starting pay at any step as high as C (at the Chief's discretion) and progress from there, according to the agreement (11.9). Less than one year experience starting pay may be at the One Year Probationary period rate of pay, with advancement after serving one year probation to Step A.
- 11.8 When an employee is placed in a higher classification, he/she will serve twelve months (12) months at the step assigned before advancement to the next step.
- 11.9 Special Duty Assignments. Employees selected for the position of Field Training Officer will receive one (1) additional hour of paid compensation at the employee's regular rate of pay for the days they are actually training Police Officers (including Reserves).
- 11.9.1 For each scheduled day of work, employees serving as members of the K-9 Unit will receive one (1) additional hour of overtime pay based on the employee's current hourly rate.

Article 12.

VACATIONS

12.1 Vacation schedules will be determined by mutual agreement, but effort will be made to accommodate the desires of personnel subject to the following general rules:

12.1.1 Vacation schedules must be finalized by February 1 and may be changed only by securing prior approval from the Employer. Selection will be determined by seniority of employee.

12.1.2 Vacation will be computed for each employee in proportion to hours compensated during the preceding year; provided, however, that an employee, to be eligible for any vacation benefit, must have been compensated at least 832 hours during the preceding year.

Vacations with pay will be granted to regular full-time employees on the following basis:

HOURS

| <u>Months of Service</u> | <u>Per Year</u> | <u>Per Month</u> |
|--------------------------|-----------------|------------------|
| 00-12* | 40 | 3.33 |
| 13-48 | 80 | 6.67 |
| 49-108 | 120 | 10 |
| 109-180 | 160 | 13.33 |
| 181+ | 200 | 16.67 |

*Except that lateral hires with at least two (2) years of experience may receive 80 hours first year.

12.2 Vacation credit will be earned but will not be available for use until the employee has worked for the Employer at least six (6) months. In the case of employment for six months or longer, upon termination of employment, employees will receive all vacation time earned and not yet taken.

12.3 Annual conversion of vacation – If elected during the annual sign up period as outlined in Article 6.2, and after taking 40 hours of continuous vacation, an

employee may elect to convert up to 40 hours (but not less than 8 hours) up to two times per year accrued vacation leave to monetary compensation or a qualified deferred compensation plan, provided the vacation leave bank does not go below 40 hours after the cash out. The employee must provide the written requests for vacation conversion to the Administrative Services Director via chain of command by October 15th.

Article 13.

POOLED TIME-OFF BANK

13.1 A Pooled Time-Off Bank will be established for each employee. Pooled Time-Off will accrue as follows:

All monthly vacation accruals as provided in Article 12 – Vacations

All Comp-time hours as provided in Article 8 – Hours of Work

13.2 The maximum total accrued hours in the Pooled Time-Off Bank will be three hundred sixty (360) hours. Any vacation hours in excess of this maximum accrual will be lost. Any overtime earned which if converted to compensatory time-off would exceed this maximum, will be paid out as provided in Article 8 – Hours of Work.

13.3 Subject to Department Head approval and the operational needs of the department, Pooled Time-Off may be taken in less than one-week increments where the employee provides the Department Head with a written request, at least three calendar days in advance of the vacation time request.

Article 14.

HOLIDAYS

14.1 In the event Christmas Eve falls on a normal workday -- at the Employer's discretion -- City Facilities may be closed to the public at noon. Nonessential employees may choose to remain at work or take Leave Without Pay, Vacation, or Compensatory Time.

14.2 The following schedule of paid holidays will be observed:

New Year's Day
Martin Luther King Day
President's Day

Memorial Day
Juneteenth (effective 2023)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday

- 14.3 If Pooled Time Off is taken on a holiday that is a scheduled work day, the employee will be paid 8 hours holiday pay for the observed holiday and may elect to use PTO for any additional hours of the scheduled shift.
- 14.4 In addition, if elected during the annual sign up period as outlined in Article 6.2, the employee may request to be paid for up to 10 hours of PTO if scheduled to work on a holiday.
- 14.5 In addition to holiday pay, any employee working on any of the above holidays, except the Floating Holiday, will receive compensation at the overtime rate.
- 14.6 As a condition to receiving holiday pay for the above-mentioned holidays, an employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless excused by the Employer.
- 14.7 When an employee is called in to work on a holiday or after completion of his/her regular shift, he/she will be guaranteed two hours' pay at the overtime rate. Any time worked over two (2) hours will be paid for actual hours worked.
- 14.8 An employee must notify the department head or his/her designee seven (7) days in advance of the date requested to take the floating holiday. To be eligible for the floating holiday, an employee must have completed a six (6) month period.
- 14.9 When one of the above holidays falls on Saturday the preceding Friday will be observed as the holiday. When one of the above holidays falls on Sunday, the following Monday will be observed as the holiday, for those

employees who work Monday through Friday. For those employees who work shift work, the actual holiday will be observed.

Article 15.

SICK LEAVE

- 15.1 Regular full-time employees accumulate sick leave at the rate of eight (8) hours for each month in which an employee is in pay status for fifteen (15) or more calendar days or one (1) hour for every forty (40) hours worked, whichever is greater. Employees are entitled to use sick leave after thirty (30) days of employment. Regular part-time employees accumulate sick leave at the rate of one (1) hour for every forty hours worked or in proportion to the number of hours the employee is scheduled in writing to work, whichever is greater. Sick leave so granted and not used, accrue to the credit of each such employee. Accruals may be carried over to a maximum of one thousand four hundred forty (1,440) hours; hours accrued in excess of that amount will not be carried over to the subsequent year.
- 15.2 Employees hired prior to January 1, 2013 will be paid accrued sick leave at the rate of 50% payback at the time they are disabled, resign with two (2) weeks of notice or at the time of retirement. Employees hired after January 1, 2013 will be paid 50% of 750 hours of accrued sick leave at the time an employee becomes disabled, or at the time of retirement; however nothing prevents an employee from accruing up to 1,440 hours.
- 15.3 If an employee is terminated for cause, there will be no payback for accrued sick leave.
- 15.4 Sick leave pay is payable at the rate of one (1) day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, doctor or dentist visit, or other use as authorized under RCW 49.46.210 as enacted or amended. The Employer may request verification for absences longer than three (3) consecutive days.
- 15.5 Sick leave benefits apply only to those authorized under RCW 49.46.210 as enacted or amended. Absences due to work related injury and covered by L&I (Workers Compensation) are handled per section 15.8.

15.6 Repeated application for sick leave without just cause, false application or the furnishing of any false information with reference thereof by any employee is hereby declared to be grounds for suspension without pay or loss of employment at the discretion of the Employer.

15.7 An employee who is collecting Worker's Compensation temporary disability benefits will not receive sick leave benefits as provided herein, provided however, if such Workers Compensation temporary disability benefits are less than the amount of sick benefits provided herein for such period, such employee will, at his/her discretion, receive accrued sick benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he/she would have otherwise received as provided herein.

15.7.1 As an alternative to the above, an employee may elect in writing, upon receipt of the first L&I check not to retain the L&I checks and be paid totally from accrued paid leave available (sick, vacation, comp-time), to the employee and turn over all L&I checks to the City to be used to refill the depleted leave accounts in the same proportion as used by the employee.

15.7.2 Once the decision has been made to turn over all L&I checks to the City, that decision will be irrevocable regarding all checks received for absences due to that particular injury or illness.

15.8 **Statutory Benefit Mandates**

15.8.1 The Employer and the Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties to this agreement, such benefits will be administered in accordance with the enactment; and to the extent permitted, the Employer and employee will contribute to the cost of such non-negotiated benefit.

15.8.2 Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.

Article 16.

BEREAVEMENT LEAVE

An Employee who has a death or critical illness where death appears imminent in his/her immediate family will be granted up to three (3) workdays off with pay at the employee's regular rate of pay. (Immediate family for the purpose of this Article will be defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law and father-in-law). When approved by the department head, an extension of a bereavement leave, either without pay or by using accumulated vacation leave, sick leave, or compensatory time, may be granted for the employee where conditions necessitate it. An employee will not be entitled to both bereavement leave pay and holiday pay

Article 17.

LEAVE WITHOUT PAY

17.1 Excluding approved military leave, a leave of absence without pay is permitted by the City under certain circumstances and after all other paid leave benefits are exhausted. The City reserves the right to grant, modify, or deny any leave of absence without pay requests.

17.1.1 All Requests for leave without pay must be approved by the City Manager.

17.2 A leave of absence without pay is a privilege the City may extend to regular full-time and regular part-time employees, for specific periods of time, on a case-by-case basis. Such leaves may be granted for medical, personal, or educational reasons.

17.3 A leave of absence without pay must be requested in writing on the appropriate form obtained from and submitted to the Department Head as soon as the need for such leave is known. The request will contain the reason for the leave and the expected duration of the requested time off, together with the date the employee will return to work. If the leave is medically related, a letter from the attending physician will accompany the request.

17.4 During a leave of absence without pay, the employee will be required to pay the necessary health premiums, if continued coverage is requested by the employee. The City will assist the employee in the options for continued health coverage.

- 17.5 The employee's City anniversary date of employment will be adjusted equal to the duration of the leave of absence, if such leave extends beyond thirty (30) days.
- 17.6 Failure of the employee to return from an approved leave of absence without pay or make other arrangements acceptable to the City Manager will result in termination of the employee, unless unique circumstances exist, as determined by the City Manager.
- 17.7 If the leave of absence is six (6) months or less, the City will hold the employee's position open if possible. For leaves beyond six (6) months, the position may be filled and the employee placed on a rehire list for future vacancies in the classification held prior to the approved leave of absence without pay.

Article 18.

RIGHT OF ACCESS - BULLETIN BOARDS

- 18.1 Duly authorized representatives of the Union will be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer representative and that no interference with the work of employees or the proper operation of the Employer will result.
- 18.2 The Employer agrees to provide bulletin board space for posting of official Union notices which will be signed by a responsible agent of the Union.

Article 19.

SHOP STEWARD

- 19.1 Shop Stewards will report to the Union and the Employer any alleged violations of this Agreement and any complaints by members thereof and will assist in the handling of grievances. The discussion of Union business and the investigation of grievances will take place during the employee's free time or before or after shift. In the event the investigation of grievances is not possible during the employee's free time or before or after shift, the Shop Steward will be allowed a reasonable amount of time with pay during working hours to perform such function, provided that a supervisor has

been notified in advance and that the employee involved can be spared at the time.

- 19.2 Beginning in 2023, Shop stewards who actively participate and sit at the table during negotiations will receive a one-time \$250 stipend as compensation for time spent in good faith negotiations with the City. This stipend is limited to no more than two stewards and is payable in the next full payroll cycle after the City Council ratifies the contract.

Article 20.

DISPUTE RESOLUTION

- 20.1 **Grievances.** A grievance will be defined as any complaint by an individual employee, or the Union, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion or discharge for cause of regular employees will be pursued, at the election of the employee or union, in accordance with the Rules and Regulations as adopted by the Sequim Civil Service Commission or under grievance procedures hereafter set forth, but not both.
- 20.2 **Informal Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.
- 20.3 **Time Limits and Steps.** Time limits and steps referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein will be complied with as expeditiously as practicable. The failure of either party to timely process the grievance pursuant to the time limits herein, will be deemed a waiver of the right to proceed with the grievance. If the employee fails to comply with time limits and steps, the employee's right to proceed will be waived. If the City fails to comply with time limits or steps, the remedy sought by the employee or union will be implemented. All references to "days" mean normal business days exclusive of weekends and holidays.
- 20.4 **Contents of Grievance.** Any written grievance will contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the

specific Articles and/or sections of this Agreement alleged to have been violated, and the specific remedy requested by the employee.

- 20.5 **Step One.** The aggrieved employee, or the Union, will submit a written grievance to his/her immediate supervisor within ten (10) days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from the supervisor will be made in writing and delivered to the employee within ten (10) days of receipt of the original grievance. If there is no resolution within the ten (10) days the grievance may then be advanced to the next step.
- 20.6 **Step Two.** If there is no resolution at Step One, the employee, or the Union, may submit the written grievance to the Police Chief within ten (10) days of the denial in Step One. The Police Chief will respond in writing and deliver such response to the employee within ten (10) days of receipt of the written grievance. If there is no resolution within ten (10) days, the grievance may be advanced to the next step.
- 20.7 **Step Three.** If there is no resolution at Step Two, the employee, or the Union, may submit the written grievance to the City Manager, within ten (10) calendar days of the denial in Step Two. The City Manager will respond in writing and deliver such response to the employee within ten (10) days of receipt of the written grievance. If there is no response within ten (10) days, the grievance may be advanced to the next step.
- 20.8 **Step Four.** If there is no resolution at Step Three, the Union may seek arbitration by mailing a request for arbitration to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The parties will alternately strike names until one name remains on the list. The remaining person will be the arbitrator. The order of striking names will be determined by a coin toss. The arbitrator will render a written decision which will be final and binding on all parties. The authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator will have no power to add to, subtract from, alter, amend or change any provision of this Agreement. Each party will bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs will be paid equally by the parties.

Article 21.

DISCIPLINARY ACTION

21.1 Progressive Discipline

21.1.1 Pursuant to Article 7, all new employees are exempt from the balance of this Article during their probationary period.

21.1.2 The Employer will follow the principles of progressive discipline which will include, but will not be limited to:

1. Verbal Warning
2. Coaching and Counseling
3. Written Warning
4. Suspension
5. Discharge

The progressive disciplinary process is further described in the Departmental Personnel Complaint Procedure.

21.2 Depending on the severity of the offense and the work history of the employee, the Employer may commence disciplinary action at any of the above levels of discipline.

21.3 Gross misconduct including but not limited to conviction of a felony, theft of City property, use of alcohol or other controlled substances while on the job, gross insubordination, threats to co-workers, or violation of the City's anti-harassment policies will be subject to immediate termination without warning. The reason for termination will be furnished to the employee in writing and the employee will have an opportunity to respond to the grounds for discipline before a final decision is rendered.

21.4 It is specifically understood and agreed that nothing contained in this Agreement is intended to supersede any matter delegated to the City of Sequim Civil Service Commission by State law or ordinance, resolution, or laws of or pertaining to the City of Sequim and such commission will continue to have primary authority over the subjects within the scope of its jurisdiction and authority. Any employee who feels that they were treated unjustly will be afforded Article 20 – Dispute Resolution.

- 21.5 Any employee covered by Civil Service will waive their right to the grievance procedure should they appeal to the Civil Service Commission.

Article 22.

HEALTH AND WELFARE

- 22.1 The employer will provide the following insurance plans for employees covered by this Agreement who were compensated eighty (80) hours or more during the preceding month for the term of said Agreement:

Washington Teamsters Welfare Trust, Plan A - \$1496.40
Northwest Teamsters Dental Trust, Plan A - \$120.50
Washington Teamsters Vision Trust - \$17.10
Disability waivers (9) months - \$11.40
Time Loss Plan A - \$18.00
Life/AD&D Plan A - \$8.60

- 22.2 The employer will pay eighty-seven and one-half percent (87.5%) of the monthly premium for Washington Teamsters Welfare Trust Plans listed above. The covered employees will have the remaining twelve and one-half percent (12.5%) withheld from wages.
- 22.3 The Trust may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology or treatment. If increases are necessary to maintain the current benefits or eligibility as may be modified by the trustees during the life of the Agreement, as may be determined by the Trustees, the employer agrees to pay 100% of such increases, in accord with premium sharing formula.
- 22.4 Should the employees, by majority vote, choose to select health and welfare plans so as to maintain or reduce the employer contribution cap set forth in section 22, such change may be made, subject to the approval of the employer.

22.5 RWT-Plus: Teamsters Retiree Medical

Upon ratification, based on the previous month's hours, the employee will pay into the Retiree's Welfare Trust the amount of \$94.85 per month on behalf of each employee performing work of the bargaining unit, in a represented classification, who is compensated for eighty (80) hours or more in the preceding

month, to provide the RWT-Plus Retiree Medical Plan. There is no expectation of City contribution to this plan.

In the application of the terms of this article of the labor agreement by and between Teamsters Local Union NO. 589 and the City, it is understood that the contributions to the Retirees Welfare Trust, (RWT-Plus) Plan, will be as follows:

Effective Date (based on preceding month) Contribution Rate (monthly):

| | |
|----------|---------|
| 9/1/2022 | \$94.85 |
| 1/1/2023 | TBD |

The RWT-Plus Retiree Medical Plan, will, for the life of the agreement, be funded solely through authorized payroll diversion. In like manner, it will remain the responsibility of the participating employees to fund through payroll diversion any premium increases necessary to maintain this Retiree's Welfare Trust RWT-Plus Retiree medical plan.

Article 23.

FALSE ARREST INSURANCE

The Employer will provide false arrest insurance.

Article 24.

EDUCATION INCENTIVE PAY

To encourage and improve proficiency of the employees, the City encourages the taking of job-related educational courses with the approval of the appropriate department head. The City will reimburse seventy-five percent (75%) of the tuition, fees and book costs of courses that have been successfully completed. If partial assistance is furnished by another agency, the City will provide seventy-five percent (75%) of the unfunded portion remaining. In any case, the City's share will not exceed seventy-five percent (75%) of total schooling costs. In itemizing costs, an employee will not include his/her time as a reimbursable expense. Nothing in this section will interfere with the responsibility of the department head to require attendance at training seminars or other job-oriented training courses necessary to perform their duties. These will be paid in full by the City.

Article 25.

PHYSICAL FITNESS INCENTIVE

- 25.1 Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical ability test (PAT) (The Washington State Criminal Justice Training Commission PAT as of 1/1/2022) has been established for use in this Physical Fitness Incentive Program. If the CJTC changes the PAT, the 1/1/2022 PAT will continue to be used for the duration of this contract.
- 25.2 Sworn Police Officers of the City of Sequim will be provided the opportunity to participate in the PAT. Scheduling of PAT will be determined by the Chief of Police or designee.
- 25.3 PAT will be offered once quarterly (four times annually) on a pass or fail basis. No retesting will occur during that quarter for a failed test. Make-up testing is available for sworn officers who are who are injured or unavailable on the scheduled PAT date, makeup testing must be done within the same quarter. Scheduling any make-up test will be as agreed upon by the Employee and the Chief of Police or designee. There must be at least 30 calendar days between all testing.
- 25.4 A sworn employee who receives a passing score will receive a \$200 incentive payment for each test, with the ability to earn a maximum incentive of \$800.00 annually. The incentive payment will be paid in the first pay period of the month following the test. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and payroll tax deduction.
- 25.5 All incentive-based testing will be done on a voluntary basis. Sworn employees requesting to test while "on duty" will need supervisor approval and will only be authorized if there is sufficient shift availability for call response. No overtime will be incurred by the City for employees choosing to participate in the physical incentive program.
- 25.6 Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City, or its supervisors, for choosing not to participate.

- 25.7 The incentive tests will be administered by a shop steward and the Chief of Police or designee.
- 25.8 No aspect of the physical fitness incentive program is subject to the grievance procedure.

Article 26.

SAVINGS CLAUSE

- 26.1 If any provision of this Agreement is found to be in conflict with the laws of the State of Washington or of the United States of America, the remaining provisions of the Agreement will remain in full force and effect.
- 26.2 The parties further agree that this Agreement may be reopened by either party upon thirty (30) days' written notice only for negotiations and agreement regarding the provisions invalidated.

Article 27.

SCOPE

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral, subject only to a desire by both parties to mutually agree to amend or supplement at any time. The signing of this Agreement nullifies any previous agreements, written or oral.

Article 28.

UNIFORMS AND EQUIPMENT

- 28.1 Uniforms and Equipment -- Uniforms as established by the Chief of Police will be furnished through the Quartermaster System and kept in repair by the Employer.
- 28.2 Uniforms required to be dry cleaned by label or by the Blood-borne Pathogens Act will be paid by the Employer.

28.3 The Employer will provide each officer with a bullet-proof vest, approved by the Chief of Police. Replacement of vests and selection of vests will be determined by the Chief of Police.

28.4 Persons given the assignment of plain clothes duty will receive a one-time allowance of Seven Hundred Fifty (\$750.00) Dollars to purchase proper clothing and additional compensation of sixty (\$60.00) Dollars per month to purchase clothing and pay for cleaning services. This allowance is payable one-time for each plain clothes duty assignment. The monthly allowance will be discontinued if an employee with a plain clothes assignment is on leave for thirty (30) days or more.

Article 29.

LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the Union and the Employer. To accomplish this the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union will function as one-half (2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. Said Committee will meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

Article 30.

TERM OF AGREEMENT

This Agreement will be effective upon ratification and will continue in full force and effect up to and including December 31, 2023. The parties agree that only wages are retroactive to January 1, 2022; all other terms and provisions are effective upon ratification by the City Council. Retroactive pay applies only to those employees who were on the City's payroll as full-time police officers effective January 1, 2022 and specifically excludes employees who are no longer employed by the City for any reason as of the date of City Council ratification. Should either party desire to modify or terminate this Agreement on December 31, 2023, it will serve written notice at least one hundred eighty (180) days prior to this date. Failure of such notice to be served will result in this Agreement being renewed on terms in effect December 31, 2023, and in like manner from year to year thereafter until a successor collective bargaining agreement is ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
01 day of August 2022

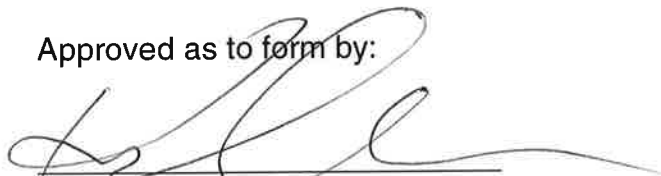
CITY OF SEQUIM

TEAMSTERS LOCAL #589


Matthew Huish, City Manager


Mark Fuller, Secretary-Treasurer

Approved as to form by:


Kristina Nelson-Gross, City Attorney

Appendix A

| | | | | | | |
|-----------------|-------------------------------------------------------------------------------------------------|--------|--------|--------|--------|--------|
| | Police Officer Salary Schedule Effective January 1, 2022 8% Increase | | | | | |
| | Probation | Step A | Step B | Step C | Step D | Step E |
| Police Officers | 31.62 | 32.92 | 35.54 | 37.56 | 38.32 | 39.09 |
| With AA: | + 2% | | | | | |
| With BA: | + 4% | | | | | |

Effective January 1 2023, all members covered by this contract will receive a wage increase of 2-5% tied to CPI as detailed in Article 11.1.